

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
EVCO RESEARCH, LLC	10/19/2005
RECEIVING PARTY DATA	
Name:	AKZO NOBEL CHEMICALS INC.
Street Address:	7 Livingstone Avenue
City:	Dobbs Ferry
State/Country:	NEW YORK
Postal Code:	10522
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	10331577
Patent Number:	5958601
Patent Number:	5858551
Patent Number:	6592218
Patent Number:	6846573
Application Number:	11032477
CORRESPONDENCE DATA	
Fax Number:	(215)665-3165
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-665-3291
Email:	marilyn.green@obermayer.com
Correspondent Name:	Marilyn E. Green
Address Line 1:	1617 JFK Blvd., 19th Floor
Address Line 2:	Obermayer Rebmann Maxwell & Hippel LLP
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
NAME OF SUBMITTER:	Marilyn E. Green

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PATENT

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REEL: 016674 FRAME: 0116

Total Attachments: 15

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**PATENTS, TRADEMARKS, LICENSES
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS SECURITY AGREEMENT (the "**Security Agreement**") is made effective as of the 19th day of October, 2005 by and among **EVCO RESEARCH, LLC**, a Georgia limited liability company ("**Assignor**"), and **AKZO NOBEL CHEMICALS INC.** ("**Assignee**").

BACKGROUND

A. The Assignee has extended to Assignor certain loans evidenced by a Senior Secured Promissory Note of even date herewith from Assignor to Assignee (such Senior Secured Promissory Note, as heretofore or hereafter amended, modified or restated, being referred to herein as the "**Note**").

B. In order to secure the repayment of the Note and certain other obligations described herein, Assignor will grant to Assignee a security interest in Assignor's patents, patent rights, patent applications, service marks, trademarks, service trademark applications, service tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Security Interest.

(a) To secure the complete and timely payment and satisfaction of all borrowed monies, including, without limitation, all amounts due to Assignee under the Note and all covenants and duties owing by Assignor to Assignee of any kind and description, now existing or hereafter arising under or in connection with the Note, the Investment Agreement of even date herewith or the Unitholders Agreement of even date herewith (collectively, the "**Obligations**"), Assignor hereby collaterally assigns, mortgages and pledges to Assignee and grants to Assignee a first priority security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively with the items named in **Section 1(b)** below, the "**Collateral**"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on **Exhibit "A"**, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all proceeds, income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the

items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**";

(ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "B" attached hereto and made a part hereof, and (a) all renewals thereof, (b) all proceeds, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**"); and

(iii) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "C" attached hereto and made a part hereof (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").

(b) To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed:

(i) service marks, trademarks, service mark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, including, without limitation, the service marks, trademarks and applications listed on Exhibit "D", attached hereto and made a part hereof, and (a) all renewals thereof, (b) all proceeds, income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, service mark and trademark registrations, service mark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

2. Restrictions on Future Agreements. Assignor agrees that until all Obligations shall have been satisfied in full, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement or which is prohibited under the terms of the Unitholders Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights of Assignee under this Security Agreement. If Assignee consents in writing to a transfer of Collateral, Assignee agrees to release its security interest in such Collateral and the proceeds thereof.

3. New Patents, Trademarks, Copyrights and Licenses. Assignor represents and warrants that the Patents, Trademarks, Copyrights and Licenses listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, trademarks, applications, copyrights and licenses now owned by Assignor. If, before all Obligations shall have been satisfied in full, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 1** above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under **Section 1** above or under this **Section 3**. Assignor hereby agrees to provide to Assignee such other assignment or other documentation as Assignee may request to record Assignee's lien on such future Patents, Trademarks, Copyrights or Licenses.

4. Term. The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks, Copyrights and Licenses assigned hereunder, or (ii) the date on which all Obligations have been performed and paid in full.

5. Assignee's Right to Inspect. Assignee shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Patents, Trademarks, Copyrights or Licenses, without the prior written consent of Assignee; (ii) to maintain the quality of any and all products in connection with which the Trademarks and/or the Copyrights are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

6. Reassignment. This Security Agreement is made for collateral purposes only. Upon performance and payment in full of all Obligations, Assignee shall execute and deliver to

Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Trademarks, Copyrights and Licenses, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

7. Duties of Assignor. Assignor shall have the duty (i) to prosecute diligently, or cause the diligent prosecution of, any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been performed and paid in full, (ii) to make, or cause the making of, application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (iii) to preserve and maintain, or cause the preservation and maintenance of, all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignor or its designees. Assignor shall not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application, or any Patent, Trademark, Copyright or License, without the prior consent of Assignee.

8. Event of Default. Upon the occurrence of a material breach by Assignor which remains uncured ten (10) days after the earlier of (i) written notice of such breach from Assignee or (ii) Assignor's knowledge of such breach, Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Patents, Trademarks, Copyrights, Licenses and other Collateral. Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 13** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee. In addition, Assignee shall have all other rights and remedies at law or equity (including, without limitation, under the Uniform Commercial Code).

9. Assignee's Right to Sue. Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this **Section 9**.

10. Waivers. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. **Severability**. The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

12. **Modification**. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 3** hereof or by a writing signed by the parties hereto.

13. **Cumulative Remedies; Power of Attorney**. All of Assignee's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to, (i) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Patents, Trademarks, Copyrights and/or Licenses, (ii) take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Assignee reasonably deems in the best interest of the Assignee, (iii) following the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, or (iv) following the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights and/or Licenses to anyone, including Assignee. Assignee may act under such power of attorney to take the actions referenced in **Section 3** hereof. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been performed and paid in full. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Note but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York or the Uniform Commercial Code enacted in any other jurisdiction to which the Patents, Trademarks, Copyrights or Licenses may be subject.

14. **Binding Effect; Benefits**. This Security Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

15. **Governing Law**. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed as of the day and year first above written.

EVCO RESEARCH, LLC

By: JG Koszka
Name: JG KOSZKA
Title: VP

AKZO NOBEL CHEMICALS INC.

By: [Signature]
Name: Mike Zettler
Title: Manager, Innovation Unit

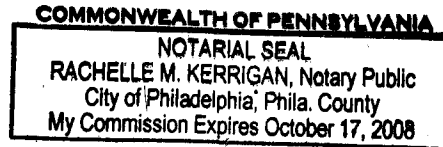
By: C. Bartel
Colin Bartel,
Ventures Manager

ACKNOWLEDGMENT

Commonwealth of Pennsylvania :
County of Philadelphia : **SS:**
:

On this 19 day of October, 2005, before me, a Notary Public, personally appeared John Koleszka who acknowledged himself to be a duly acting President of EvCo Research, LLC and that he as such President, being duly authorized to do so, executed the foregoing document for the purposes therein contained by signing his name as such President on behalf of the Assignor.

Rachelle M. Kerrigan
Notary Public
My Commission Expires: 10/17/2008



ACKNOWLEDGMENT

Com. of PA
County of Phila.

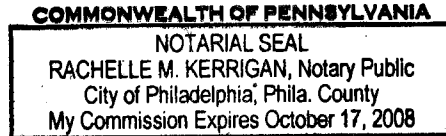
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: SS.
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On this, the 19th day of October, 2005 before me, a Notary Public, personally appeared Mike Zetter, who acknowledged himself to be a Manager of Akzo Nobel Chemicals Inc., and that he as such Manager, being authorized to do so, executed the document for the purposes therein contained by signing his name as such Manager on behalf of the Assignee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rachelle M. Kerrigan
Notary Public

My commission expires: 10/18/2008



ACKNOWLEDGMENT

Com. of PA.
County of Phila.

:
: SS.
:

On this, the 19th day of October, 2005 before me, a Notary Public, personally appeared Colin Baetel, who acknowledged himself to be a Venture Manager of Akzo Nobel Chemicals Inc., and that he as such venture manager being authorized to do so, executed the foregoing document for the purposes therein contained by signing his name as such venture manager on behalf of the Assignee.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Rachelle M. Kerrigan
Notary Public
My commission expires: 10/18/08

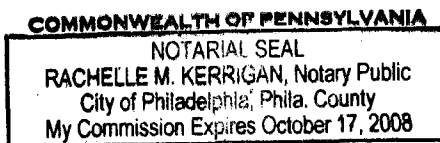


EXHIBIT "A"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Patents

<u>Title</u>	<u>Patent No.</u>	<u>Expiration Date</u>
Sizing Paper by Wet-End Addition Of Water Dispersibility Polyester	Pub. No. US20030127210 Serial No. 10/331,577	12/30/2022
Moisture Resistant, Repulpable Paper Products and Method of Making Same	US 6,846,573 B2	04/08/2023
Moister Resistant, Repulpable Paper Products and Method of Making Same	**Continuation-in-Part, App. Not yet filed** Pub No. US20030198826 Serial No. 10/409,238 Issued 01/25/05 as patent 6,846,573 B2	04/08/2023
Moisture Resistant, Repulpable Paper Products and Method of Making Same	Pub. No. US 2005/0123780 A1 Serial No. 11/032,477 Filed 01/10/05 (Div of Serial No. 10/409,238)	04/08/2023
Water Dispersible/Redispersible Hydrophobic Polyester Resins and Their Application in Coatings	Japanese App. Ser. No. 532939/98	07/29/2019
Water Dispersible/Redispersible Hydrophobic Polyester Resins and Their Application in Coatings	US 5,958,601	01/31/2017
Water Dispersible/Redispersible Hydrophobic Polyester Resins and Their Application in Coatings	German Pat. No. 69815660.9	01/27/2018

Water Dispersible/Redispersible Hydrophobic Polyester Resins and Their Applications in Coatings	France (EP Pat. No. 0960021)	01/27/2018
Water Dispersible/Redispersible Hydrophobic Polyester Resins and Their Application in Coatings	US 5,858,551	01/31/2017
Water Dispersible/Redispersible Hydrophobic Polyester Resins and Their Application in Coatings	Japanese Ser. No. 532939/98	07/29/2019
Water Dispersible/Redispersible Hydrophobic Polyester Resins and Their Applications in Coatings	Korean Ser. No. 1999-7006920	07/30/2019
Water Dispersible/Redispersible Hydrophobic Polyester Resins and Their Application in Coatings	Mexican Pat. No. 206,968	03/31/2019
Water Dispersible/Redispersible Hydrophobic Polyester Resins and Their Applications in Coatings	Mexican Ser. No. 009823	03/31/2019
Paper with Improved Ink Receptivity	US 6,592,218	03/10/2019

EXHIBIT "B"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Copyrights

Assignor's Copyrights consist of unregistered copyrights in various non-material copyrightable subject matter generated in the course of its business activities, including memoranda, marketing materials, product documentation and technical papers.

EXHIBIT "C"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

1. License Agreement by and between EVCO RESEARCH, LLC and PETROCK, LLC of even date herewith.
2. Sublicense Agreement by and between PETROCK, LLC and EVCO RESEARCH, LLC of even date herewith.

EXHIBIT "D"

TO

**ASSIGNMENT OF PATENT, TRADEMARK,
COPYRIGHT AND LICENSES AGREEMENT**

Trademarks

<u>MARK</u>	<u>REG. NO./APP. NO.</u>	<u>REG./ APP. DT.</u>
EVCOTE	US Reg. 2,601,765	July 30, 2002
EvCote Logo	Indian App. Ser. No. 791,056	N/A
EvCo	Indian Appl. Ser. No. N/A 791,054	
EvCote	Indian Appl. Ser. No. N/A 791,055	
EvCopel	N/A	N/A

PENDING TRADEMARKS:

Docket Number

Mark

Serial Number

Date Filed